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F6TI-021PUS
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SEP 04 2002

MAY 23, 2002

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Chief Information Officer
Washington, DC 20231
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DALY, CROWLEY & MOFFORD, LLP
RICHARD M. SHARKANSKY
275 TURNPIKE ST., STE. 101
CANTON, MA 02021-2310



102038895A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/20/2002

REEL/FRAME: 012723/0820
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

RUSSELL, JOHN DAVID

DOC DATE: 03/07/2002

ASSIGNOR:

KOTWICKI, ALLAN J.

DOC DATE: 03/06/2002

ASSIGNOR:

RUTKOWSKI, BRIAN D

DOC DATE: 03/07/2002

ASSIGNEE:

FORD GLOBAL TECHNOLOGIES, INC.
ONE PARKLANE BOULEVARD
SUITE 600, PARKLANE TOWERS EAST
DEARBORN, MICHIGAN 48126

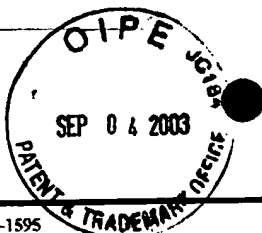
SERIAL NUMBER: 10022800
PATENT NUMBER:

FILING DATE: 12/18/2001
ISSUE DATE:

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SEP 09 2003
TECHNOLOGY CENTER R3700

012723/0820 PAGE 2

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



04-02-2002

Form PTO-1595
(Rev. 03/01)

REC



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102038895

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John David Russell
Allan J. Kotwicki
Brian D Rutkowski

3-20-02

2. Name and address of receiving party(ies)

Name: Ford Global Technologies, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

March 7, 2002

March 6, 2002

Execution Date: March 7, 2002

Street Address: One Parklane Boulevard

Suite 600, Parklane Towers East

City: Dearborn State: MI Zip: 48126

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
10/022,800

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daly, Crowley & Mofford, LLP

Internal Address: _____

Street Address: 275 Turnpike Street, Suite 101

City: Canton State: MA Zip: 02021-2310

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

500845

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard M. Sharkansky 25,800

Name of Person Signing

Signature

March 12, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 6

04/01/2002 MUELLER 00000133 10022800

01 FC:581

40.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TECHNOLOGY CENTER 15700

OFFICE OF PUBLIC RECORDS
2002 MAR 20 AM 10:35
FINANCE SECTION

ASSIGNMENT

Whereas we, the undersigned, John David Russell, Allan J. Kotwicki and Brian D. Rutkowski hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled VEHICLE CONTROL SYSTEM, identified as Attorney Docket No. FGTT-021PUS, which application was filed on _____ and assigned Application No. _____. In the event that the filing date and/or Application No. are not entered above at the time we executed this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Daly, Crowley & Mofford, LLP, 275 Turnpike Street, Suite 101, Canton, MA 02021-2310, to insert above the filing date and/or Application No. of said application.

Whereas, FORD GLOBAL TECHNOLOGIES, INC., a Michigan Corporation having a place of business at One Parklane Boulevard, Suite 600, Parklane Towers East, Dearborn, Michigan 48126, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said United States patent application, any and all other patent applications on said inventions and discoveries in whatsoever countries, including all utility, divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, said United States patent application or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could

PATENT

Attorney Docket No.: FGTI-021PUS

have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

PATENT
Attorney Docket No.: FGTI-021PUS


State or Commonwealth of Michigan

County of Wayne

Dated March 7, 2002


John David Russell

On this 7th day of March, 2002, before me
appeared John David Russell, to me known and known to me as the person described in and who
executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and
deed.


Notary Public

MARIA J. LEOS
Notary Public, Wayne County, Michigan
My Commission Expires February 15, 2003

(SEAL)

PATENT

Attorney Docket No.: FGTI-021PUS

State or Commonwealth of Michigan

County of Wayne

Dated March 5, 2002

Allan J. Kotwicki
Allan J. Kotwicki

On this 5th day of March, 2002, before me appeared Allan J. Kotwicki, to me known and known to me as the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Maria J. Leos
Notary Public

MARIA J. LEOS
Notary Public, Wayne County, Michigan
My Commission Expires February 15, 2003

(SEAL)

PATENT
Attorney Docket No.: FGTI-021PUS


State or Commonwealth of Michigan

County Wayne

Dated March 7, 2002


Brian D. Rutkowski

On this 7th day of March, 2002, before me
appeared Brian D. Rutkowski, to me known and known to me as the person described in and
who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act
and deed.


Notary Public

(SEAL)

MARIA J. LEOS
Notary Public, Wayne County, Michigan
My Commission Expires February 15, 2003

Q:\PGT\PGTI-021PUS\Q21pus assignment.doc



199-1423
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 04, 2003

PTAS

FORD GLOBAL TECHNOLOGIES, LLC
JOHN F. BUCKERT
1 PARKLANE BLVD.
SUITE 600 EAST
DEARBORN, MI 48126

700032264A

700032264A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 06/04/2003

REEL/FRAME: 013699/0856
NUMBER OF PAGES: 4

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FORD GLOBAL TECHNOLOGIES, INC.

DOC DATE: 03/01/2003

ASSIGNEE:

FORD GLOBAL TECHNOLOGIES, LLC
1 PARKLANE BLVD.
SUITE 600 EAST
DEARBORN, MICHIGAN 48126

SERIAL NUMBER: 09420538
PATENT NUMBER: 6250283

FILING DATE: 10/18/1999
ISSUE DATE: 06/26/2001

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

Whereas we, the undersigned, John David Russell, Allan J. Kotwicki and Brian D. Rutkowski hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled VEHICLE CONTROL SYSTEM, identified as Attorney Docket No. FGTI-021PUS, which application was filed on _____ and assigned Application No. _____. In the event that the filing date and/or Application No. are not entered above at the time we executed this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Daly, Crowley & Mofford, LLP, 275 Turnpike Street, Suite 101, Canton, MA 02021-2310, to insert above the filing date and/or Application No. of said application.

Whereas, FORD GLOBAL TECHNOLOGIES, INC., a Michigan Corporation having a place of business at One Parklane Boulevard, Suite 600, Parklane Towers East, Dearborn, Michigan 48126, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said United States patent application, any and all other patent applications on said inventions and discoveries in whatsoever countries, including all utility, divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, said United States patent application or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;

5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could

have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

PATENT
Attorney Docket No.: FGII-021PUS

State or Commonwealth of Michigan

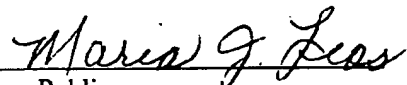
County of Wayne

Dated March 7, 2002



John David Russell

On this 7th day of March, 2002, before me
appeared John David Russell, to me known and known to me as the person described in and who
executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and
deed.



Notary Public

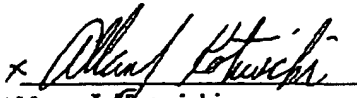
MARIA J. LEOS
Notary Public, Wayne County, Michigan
My Commission Expires February 15, 2003

(SEAL)

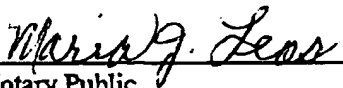
PATENT

Attorney Docket No.: FGII-021PUS

State or Commonwealth of MichiganCounty of WayneDated March 6, 2002


Allan J. Kotwicki

On this 6th day of March, 2002, before me appeared Allan J. Kotwicki, to me known and known to me as the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Notary Public

(SEAL)

MARIA J. LEOS
Notary Public, Wayne County, Michigan
My Commission Expires February 15, 2003

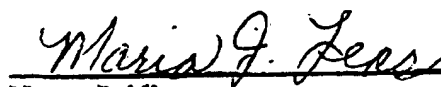
State or Commonwealth of Michigan

County Wayne

Dated March 7, 2002


Brian D. Rutkowski

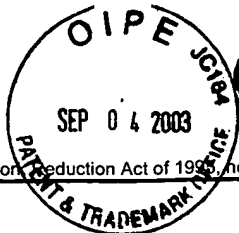
On this 7th day of March, 2002, before me appeared Brian D. Rutkowski, to me known and known to me as the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Notary Public

(SEAL)

MARIA J. LEIDS
Notary Public, Wayne County, Michigan
My Commission Expires February 15, 2003

Q:\PGT\PGTI-021PUS\gti-021pus assignment.doc

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: **Ford Global Technologies, LLC**Application No./Patent No.: **10/022,800** Filed/Issue Date: **December 18, 2001**Entitled: **VEHICLE CONTROL SYSTEM****Ford Global Technologies, LLC**, a **Limited Liability Company**
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.**OR**B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: **Russell et al.** To: **Ford Global Technologies, Inc.**The document was recorded in the United States Patent and Trademark Office at
Reel **012723**, Frame **0820**, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date **8/20/03****313 594-1145**

Telephone number

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SEP 09 2003

TECHNOLOGY CENTER R3700

Allan J. Lipka

Typed or printed name

Signature

Assistant Secretary

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 25, 2003, is entered into by and between Ford Global Technologies, Inc., a Michigan corporation ("FGTI"), and Ford Global Technologies, LLC, a Delaware limited liability company ("FGTLLC"). FGTI and FGTLLC are hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, FGTI is the Sole Member of FGTLLC; and

WHEREAS, the board of Directors of FGTI has determined that it is advisable and in the best interests of each such entity and FGTI's shareholder that FGTI be merged into and with FGTLLC, pursuant to Section 18-209 of the Delaware Limited Liability Company Act ("DELLCA"), Section 450.1736-736 of the Business Corporation Act of Michigan "BCAM"), Section 332 of the Internal Revenue Code (the "Code"), and upon the terms and subject to the conditions set forth in this Agreement (the "Merger"); and

WHEREAS, the Board of Directors of FGTI has adopted resolutions approving this Agreement and Plan of Merger and authorizing the execution hereof; and

WHEREAS, on the date of this Agreement, the equity interest of FGTLLC consists of 100 percent limited liability company interest, all of which is issued and outstanding and no class of limited liability company interest is entitled to vote as a class or series; and

WHEREAS, on the date of this Agreement the equity interest of FGTI consists of 500 shares of Common Stock, 10 of which are issued and outstanding and entitled to vote, and no class of stock is entitled to vote as a class or series.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, FGTI and FGTLLC hereby agree as follows:

1. Merger. Subject to the terms hereof and in accordance with the applicable provisions of the DELLCA and BCAM and Section 332 of the Code, FGTI shall be merged with and into FGTLLC and FGTLLC shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Michigan and the Merger shall become effective at 12:01 a.m. Eastern Standard Time on March 1, 2003 (the "Effective Time").

2. **Principal Place of Business:** The principal place of business of the Surviving Entity shall be: One Parklane Blvd., 600 Parklane Towers East, Dearborn, Michigan 48126.

3. **Conversion of Shares.** The outstanding shares of FGTI Common Stock issued and outstanding immediately prior to the merger shall be converted into a proportionate member interest in the Surviving Entity at the Effective Time of the Merger.

4. **Governing Documents.** The Certificate of Formation and the Limited Liability Company Agreement (the "LLC Agreement") as in effect immediately prior to the Effective Time, until further amended, shall be and remain the Certificate of Formation and the LLC Agreement of the Surviving Entity following the merger.

5. **Officers and Managers/Directors.** The persons who are Officers and Managers of FGTLIC immediately prior to the Effective Time shall, after the Effective Time, be the officers and managers of the Surviving Entity, without change until their successors have been duly elected and qualified in accordance with the Certificate of Formation and LLC Agreement of the Surviving Entity.

6. **Succession.** At the Effective Time, the separate corporate existence of FGTI shall cease. At the Effective Time, (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Entities, subject to all the restrictions, disabilities and duties of each of the Constituent Entities; (ii) all assets, property, real, personal and mixed, and all intellectual property (including but not limited to all patents, patent applications, trademarks and copyrights), belonging to each of the Constituent Entities; and (iii) all debts due to each of the Constituent Entities on whatever account, and all other things in action shall succeed to, be vested in and become the property of the Surviving Entity without any further act or deed as they were of the respective Constituent Entities. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Entities, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of FGTI shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All acts, plans, policies, agreements, arrangements, approvals and authorizations of FGTI, its shareholder and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to FGTI. The employees and agents of FGTI shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of FGTI unless altered by agreement of FGTLIC and such employee.

7. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of FGTI, such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of FGTI, and otherwise to carry out the purposes of this Agreement. The Officers and Managers of the Surviving Entity are fully authorized in the name and on behalf of FGTI or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

8. Amendment and Modification. To the extent permitted by law, this Agreement may be amended, modified, or supplemented at any time prior to the Effective Time with respect to any of the terms contained herein, whether prior to or subsequent to the approval of the shareholder of FGTI and the Member of FGTLIC.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, FGTI and FGTLIC have caused this Agreement to be executed and delivered as of the date first written above.

FORD GLOBAL TECHNOLOGIES, INC.
a Michigan corporation

By: 

Its: CEO and President

FORD GLOBAL TECHNOLOGIES, LLC
a Delaware limited liability company

By: 

Its: SECRETARY